GLOCESTERSHIRE.

A

PARTICULAR

AND

CONDITIONS OF SALE

OF A

VALUABLE ESTATE,

Situate at *NIBLEY*, in the ſeveral Pariſhes of *NORTH-NIBLEY*, *STINCHCOMB* and *BERKELEY*, in the Hundred of *BERKELEY*, in the County of *GLOCESTER.*

TO BE SOLD BY AUCTION,

At the RED-LION-INN, in NEWPORT, GLOCESTERSHIRE, on MONDAY and TUESDAY the 24th and 25th DAYS of SEPTEMBER, 1798, at Three o'Clock in the Afternoon of each Day.

RAIKES, PRINTER, GLOCESTER.

A Map of the NIBLEY ESTATE in the HUNDRED of BERKELY and COUNTY of GLOUCESTER, referr'd to in the following Particulars.

Bewley, Engraver, Shrewsbury.

L

Lot 10

Lot 11

Lot 12

Lot 13

Lot 1

Lot 16

Great Green

Earl Berkeley

Lands belonging to Earl Berkeley

Bassets Court Farm belonging to Mr Pick

Mr Vines Land

Mr Picks Land

Leigh Field belonging to Divers Persons

Austin Esqr

From Huntingford

From Bristol

From Wooton under Edge

Robinson

Earl Berkeley

Austin Esqr

Robinson

To Wickes Bristol

To Berkeley

To Dursley

To Stinchcomb

William Purnell Esq.

Woodward Esq.

Mr Pick

Mr Picks Land

Lands belonging to Mr Pick

Little Green

Hallers Grain

Robinsons Land

Berkeley Robinsons

Lot 14

Lot 8

Lot 7

Lot 5

Lot 9

Lot 8

Lot 15

Lot 6

Lot 2

Lot 4

Lot 3

Lot 2

L 11. L 12. L 10. L 9. L 8. L 7. L 6. L 5. L 4. L 3. L 2. L 1.

Ap 1. Ap 2. Ap 3.

M 1. M 2. M 3. M 4. M 5.

At 1. At 2.

K 1. K 2. K 3. K 4. K 5. K 6. K 7. K 8. K 9. K 10. K 11. K 12. K 13. K 14. K 15. K 16. K 17. K 18. K 19.

A 1. A 2. A 3. A 4. A 5. A 6. A 7. A 8. A 9. A 10. A 18. A 19. A 20. A 21. A 22.

B. B 1. F. G. H. H 1. H 2. I. Ac. Ad. Ab. Av 1. Av 2. Av 3. Av 4. Av 5. Av 6. Av 7. Av 8. Av 9. Av 10. Av 11. Av 12.

J 1. J 2. J 3. J 4. J 6. J 7. J 8. J 9. J 10. J 11. J 12. J 13. J 14. J 16. J 17. J 18. J 19. J 20. J 21. J 22. J 23. J 25. J 26. J 27.

S 1. S 2. S 3. S 4. T. U. W. X. Z.

A PARTICULAR

OF the Capital MANSION called NIBLEY HOUSE, with the DEMESNE LANDS, and ſundry eligible FARMS, MILLS, LANDS, and TENEMENTS, now held by reſponſible Tenants, at annual rents, amounting together to 1200l. and upwards, ſituate in the ſeveral pariſhes of North-Nibley, Stinchcomb, and Berkeley, within the hundred of Berkeley, in the county of Gloceſter, eighteen miles diſtant from the cities of Gloceſter and Briſtol, twenty miles from Bath, two miles from Durſley and Wotton-Under-Edge, two good Market Towns, and five miles from the river Severn, near the Briſtol Channel.

Alſo, the PATRONAGE of the FREE GRAMMAR SCHOOL at Wotton-Under-Edge.

Likewiſe, the Great and Small TITHES of the pariſh of North Nibley, together with the GLEBE LANDS belonging thereto, held under a Leaſe from the Dean and Chapter of Chriſt Church College, Oxford, for twenty-one years, advertiſed to be Sold by Auction, either together in one Lot, or in the following Lots, as ſhall be ageeed upon at the time of Sale, at the Red Lion Inn, at Newport, in the ſaid pariſh of Berkeley, on Monday and Tueſday the 24th and 25th days of September next.—The Sale to begin at three o'clock in the afternoon of each day, ſubject to the Conditions hereinafter-mentioned.

This particular may be had by applying to Thomas Ryder, Eſq; No. 1, Lincoln's Inn Square, Mr. Roſſer, Kirby Street, Hatton Garden, or Mr. William Vizard, No. 7, Holborn Court, Gray's Inn, London; Mr. Raikes, Printer, Gloceſter; Meſſrs. Pine and Son, Printers, Briſtol; Meſſrs. Vizard and Son, Durſley, Gloceſterſhire; and Meſſrs. Pemberton and Coupland, Shrewſbury.

Copies of the Decrees and Surveys mentioned in the Note after Lot II. will be left for inſpection at Mr. Ryder's, Lincoln's Inn, London; Meſſrs. Vizards', in Durſley; and Meſſrs. Pemberton and Coupland, Shrewſbury; who will be prepared to give every information required reſpecting all the Premiſes and the Title thereto.

LOT I.

TOTALS A. R. P.

The Capital modern built ſpacious MANSION called NIBLEY HOUSE, containing on the ground floor a large Hall or Veſtibule, 20 feet by 20 feet, a handſome Dining-room, 20 by 30, and a Drawing-room of the ſame dimenſions, lately fitted up in an elegant ſtyle, a Library or Breakfaſt Parlour, 18 by 24, Steward's Room, Houſe-keeper's Room, an excellent lofty Kitchen, 18 by 23, with Laundry over, Servants' Hall, and other convenient Offices, ſix Bedchambers and four Dreſſing Rooms on the firſt Floor, and ſix Bedchambers on the Attic Story, a large Kitchen Garden incloſed with a lofty brick wall cloathed with choice Fruit Trees, at a ſmall diſtance from the Houſe, a Coach-Houſe, two good Stables, Farm-yard, Barn, and Ox-Stalls, near the Houſe.

Alſo the DEMESNE LANDS conſiſting of ſeveral PIECES of ARABLE and PASTURE, viz.

Letters and Nos.		*A.*	*R.*	*P.*
A 1	Houſe, Lawn, Grove, and Rick-yard	6	1	7
2	Garden taken out of the Horſe-Cloſe	1	0	24
3	Croft	3	1	29
4	Dry Leaze	6	0	35
5	Horſe Cloſe	11	3	6
6	The Ten Acres	7	3	17
7	Church-field	12	1	28
8	Hurn-field	11	3	22
A 9	Shankley Hill	6	3	6
10	Rainbow	9	0	39
11	The Grove	1	3	16
12	Little ditto	0	1	37
13	Orchard	1	3	10
14	Cowley Hill	12	3	13
15	Hay Grove	7	1	21
16	Little Oxleys	3	2	3
17	Great ditto	6	2	15
18	Galloping ground	9	0	6
				120 2 14

This Manſion-houſe and Lands are held by Broom Witts, Eſq; (with other Lands) under a Leaſe granted to him for 21 years from Lady-day 1792, at the low rent of 190l. in conſideration of his having covenanted to expend 400l. in finiſhing part of the Houſe which he has ſince completed. The proportion of which rent to be received by the purchaſer of the above Premiſes during the remainder of the term will be fixed upon at the time of ſale.

Alſo, an Eligible DAIRY FARM adjoining the Demeſne Lands called *Southend Farm*, in the occupation of John Rudge, conſiſting of a good and ſubſtantial Farm Houſe, with convenient Outbuildings in good repair, and ſeveral Pieces or Parcels of rich Meadow and Paſture Ground, called by the names of

Letters and Nos.		*A.*	*R.*	*P.*
Q 1	Houſe, Garden, &c.	1	0	20
2	Bell Orchard	2	1	26
3	Dean	1	1	12
4	Home Ground	9	0	24
5	Five Acres	3	3	23
6	Upper Riddings (excluſive of four Acres and a half of uninclоſed Land of Lord Berkeley's)	6	1	39
7	Great Dry Leaze	7	0	34
8	Little ditto	2	1	28
Q 9	Great Pillwell	4	2	39
10	Brockley	4	1	0
11	Little Pillwell	3	3	10
12	Calves Leys	7	1	8
13	Lower Riddings	8	1	25
14	Lower Meadow	3	2	36
15	Middle ditto	4	0	2
16	Bladders	5	3	10
17	Oxleys	5	3	11
				81 3 27

Alſo, two ſeveral PIECES of PASTURE LAND, in the occupation of William Hooper, viz.

Aq	Maiden Turner			6 0 21
	Total quantity of Lot I.			208 2 22

TOTALS
A. R. P.

All the Premiſes compriſed in this Lot are Freehold, and ſituate in the pariſh of North Nibley aforeſaid, and ſuch part as is in poſſeſſion of John Rudge and William Hooper is held by them as tenants at will.

This Lot is ſubject to two Chief Rents, one of 9d. and the other of 4d. payable to the Earl of Berkeley.

This Lot lies nearly in a ring fence, and comprehends a very deſirable Eſtate. The Manſion-houſe and Fields adjoining are ſituate on an eminence, and command a beautiful and extenſive proſpect of King Road, the river Severn, and South Wales, and is diſtant about half a mile from that well-known hill called *Stinchcomb Hill*, from whence 13 counties are to be ſeen, and the rich Vale from Eveſham to the Briſtol channel.

The Timber on this Lot, conſiſting of 186 Oaks, 21 Elms, and 44 Cheſnuts, marked and numbered, is valued by a ſkilful Surveyor, at the ſum of 1090l.

There is alſo other Timber on this Lot, conſiſting of 193 Oaks, 132 Elms, 87 Aſh, 5 Beech, and 107 Cheſnuts, valued at 400l. which will be ſold with the Eſtate.

LOT II.

A Capital and very Deſirable ESTATE, compriſed of the following Farms, Mills, Lands, and Premiſes.

A moſt eligible Farm called the *Park Farm*, in the occupation of Stephen Vernon, conſiſting of good Arable and Paſture Land lying well together, having a ſubſtantial Farm-houſe, Garden, Yard, Barn, and convenient Out-buildings, all in good repair, with the ſeveral Pieces or Parcels of Land, called by the names of

Letters and Nos.		*A.*	*R.*	*P.*
J 1	Houſe, Garden, and Yard	0	3	39
2	Old Orchard	4	0	19
3	Young Orchard	3	3	29
4	Geffon Thorn	11	1	7
5	Little Meer	0	1	18
6	Great ditto	1	1	0
7	Fourteen Acres	11	3	9
8	Roundabouts	7	3	14
9	Hucombs	10	3	35
10	Sheeps Slait	18	1	11
11	Sheeps Slait and Knackary	18	0	32
12	Little Bob Croft	1	0	27
13	Great ditto	2	2	37
14	The Twelve Acres	8	2	13
15	Pale Orchard	8	1	18
J 16	Eighteen Acres	11	3	20
17	Mill Croft	1	3	7
18	Warren's or Whorend's Orchard	2	1	17
	Scite of Houſes	0	1	0
19	Four Acres	3	2	26
20	Six Acres	5	0	15
21	Taylor's Leys	4	2	0
22	Great Nennings	5	2	38
23	Houſe and Garden adjoining, in the occupation of Uriah Harding	0	2	18
24	Little Orchard	0	2	7
25	Long's Paſture	2	3	13
26	Long's Arable	4	0	15
27	Little Cheſtley	2	1	35
I	Great Orchard	12	3	8
				168 2 7

TOTALS.

A. R. P.

Alſo a very Deſirable DAIRY FARM lying together, called *Snightend Farm*, in the occupation of widow Gazard, conſiſting of a good Farm-houſe and Garden, with convenient Outbuildings, all in excellent repair, and ſundry Pieces or Parcels of rich Meadow and Paſture Land, viz.

Letters and Nos.		A.	R.	P.	*Letters and Nos.*		A.	R.	P.
K 1	Houſe, &c. with Orchard and great Bowry	23	2	25	K 5	Mill Ground	13	1	30
2	Bunting Meadow	11	1	20	6	Little Bowry	1	0	28
3	Peckham Paſture	7	1	26	7	Rack Leys	2	2	18
4	Barn Orchard and Long Cloſe	7	1	38	8	Saw-pit Leys	1	1	29
					19	Baker's Ground	12	3	33
								81	2 6

Alſo, ſeveral PIECES or PARCELS of ARABLE and PASTURE LAND, in the occupation of Broom Witts, Eſq; viz.

Letters and Nos.		A.	R.	P.	*Letters and Nos.*		A.	R.	P.
A 19	Peckam yard	8	3	34	A 22	Horſe Cloſe	8	0	39
20	The Grove	3	2	1	Z	Deer Park	10	1	28
21	Four Acres	3	3	12					
								34	3 34

Theſe Lands are held by Mr. Witts, with the Manſion-houſe and Demeſne Lands, under a leaſe granted to him for 21 years from Lady-day 1792, for which the purchaſer will be entitled to receive an yearly ſum, to be fixed upon at the ſale, during the remainder of ſuch term, to be ſecured to him by the vender.

Alſo a TENEMENT and TWO GARDENS, (where the old houſe ſtood) in the occupation of Broom Witts, Eſq; and Orchard, viz.

Letters and Nos.		A.	R.	P.		
H 2	Madam's Orchard	2	1	8		
1	Houſe and Garden	1	1	15		
					3	2 23

Alſo a PIECE of PASTURE GROUND, in the occupation of Henry Exell, viz.

F.	Sideland Ground, adjoining Madam's Orchard				2	0 19

Alſo a DWELLING-HOUSE, GARDEN, and ORCHARD, called *Whorend* or *Horrend Tenement*, in the occupation of Daniel Chappell, and ſundry Pieces or Parcels of Land, viz.

S 1	Houſe, Garden, and Orchard	1	0	19		
	Two and three yards	3	3	35		
	Four Throat	3	0	5		
					8	0 19

Letters and Nos.		TOTALS. A. R. P.
	Alſo a MESSUAGE, GARDEN, and DUFFELL MILL, having a conſtant ſupply of water, and may be eaſily made commodious for an extenſive Manufactory, in the occupation of Moſes Carpenter; and alſo a Piece of Paſture Land adjoining, viz.	
W	Houſe, Mill, and Garden - -	1 0 5
X	Rack Leys - - - -	1 3 17
		2 3 22
	This Meſſuage and Mill are held by the tenant for the lives of himſelf and his ſon Moſes, under a reſerved rent of 1l. 13s. 4d. a year, and the Rack Leys is held by him as tenant at will.	
	Alſo another MESSUAGE, GARDEN, and DUFFELL MILL, likewiſe conſtantly ſupplied with the ſame ſtream of water, with a good fall, and capable of being uſed for an extenſive Manufactory, in the occupation of William Organ.	
A B	Houſe, Mill, and Garden - - - -	0 3 38
	Theſe Premiſes are held by the tenant for the remainder of a leaſe for 21 years, granted in 1791, under the yearly rent of 10l.	
	Alſo a TENEMENT, GARDEN, and BLACKSMITH's SHOP, held by Samuel Trotman for the lives of himſelf, his wife, and ſon William, under a rent of 10s.	
A. k.	Houſe, Garden, and Smith's ſhop - - -	0 1 0
	Alſo a Tenement and Garden near the above, in the occupation of Mrs. Long	
A l.	Houſe and Garden - - - -	0 1 7
	Alſo a MESSUAGE and ORCHARD in the Iſle of Rea, in the occupation of Mrs. Gazard (houſe void many years)	
K 18	Houſe and Orchard - - - - - -	2 0 3
	Alſo a TENEMENT and GARDEN in the occupation of David Clerk	
V	Houſe and Garden - - - - - -	0 1 26
	Alſo a TENEMENT, in TWO DWELLINGS, and GARDEN, in the occupation of Robert Cornock and Son	
T	Houſe in two Dwellings and Garden - - - -	0 1 5
	Alſo a TENEMENT and GARDEN in the occupation of Job Philpot, under a leaſe for two lives at 10s. rent.	
U	Houſe and Garden - - - - - - -	0 1 12
	Alſo a TENEMENT and GARDEN, called the *Lodge Tenement*, in the Park adjoining Stinchcombe Hill, in the occupation of James Webb.	
Y	Lodge Houſe and Garden - - - -	0 0 20
	Total quantity of Arable, Meadow, and Paſture in Lot II.	307 2 1

Letters and Nos.			TOTALS. A. R. P.
	WOODLANDS.		
Av 1	Rackham Grove, at the lower end of Little Bowry, part of Snightend Farm -	0 2 11	
2	Grove on the Brook at the lower end of Great Orchard, part of Vernon's holding -	0 3 30	
3	Sidelong Ground Grove, on the Eaſt ſide of the road leading from Nibley-houſe to the Park Farm - - - -	1 0 11	
5	Beech Copſe, in the upper or the Eaſt ſide of the 12 Acres, part of the Park Farm	1 1 38	
6 & 7	In the Meers and Geſſon Thorn, part of the ſaid Park Farm - - -	1 2 27	
8	Penhill Wood, between Vernon's Bob Croft, and Sheep's Slait - - -	11 1 25	
9	Andrews's Wood, adjoining the Meers and Geſſon Thorn - - -	17 0 35	
10	Chapel Copſe, at the upper end of the Throat part of the Warren Tenement - -	1 3 36	
11	Tract called the *Sheep Slait* - -	33 3 36	
			70 1 9
	Total quantity of Woodland in Lot II.		70 1 9

The Meſſuages, Mills, and Lands, compriſed in this Lot, are all ſituate in North Nibley and Stinchcombe aforeſaid, and are held by the Occupiers thereof as Tenants at will, except where it is otherwiſe mentioned.

The Timber on this Lot, conſiſting of 623 Oaks, 78 Elms, 40 Beech, and 15 Cheſnuts, marked and numbered, is valued by a ſkilful Surveyor, at the ſum of 2850l.

There is alſo a large quantity of other Timber on this Lot, conſiſting of 866 Oaks, 59 Elms, 180 Aſh, 139 Beech, and 16 Cheſnuts, valued at 435l. and about 36 Acres of Coppice, chiefly Beech, of 20 to 40 years' growth, with many ſmall Oak Poles and Saplings, valued at 400l. which will be ſold with the Eſtate.

N. B. Although this Lot is propoſed to be ſold as Freehold of Inheritance, yet it is known that many of the Buildings thereon, and ſeveral Parcels of the Land, containing together about ——— Acres, belong to the Free Grammar School at Wotton-Under-Edge, and that the Vender only holds the ſame as Leſſee under the Charity, but with the peculiar advantages hereinafter mentioned.

Theſe Charity Lands, or at leaſt moſt of them, lie ſo intermixed and blended with the Fee Simple Part of the Eſtate as not to be diſtinguiſhable therefrom, owing to both Eſtates having been enjoyed together by the preſent Vender and his Anceſtors for more than two centuries.

The particular hiſtory of theſe Lands previous to the reign of James the Firſt, is too complicated and prolix to be inſerted here, we ſhall therefore confine ourſelves to the Ti[illegible]ch we promiſe to make to them; and that Title we will ground upon a D[illegible]e of the Court of Chancery made in the 20th year of James I. and confirmed by a Charter of the ſame King, in the 22d year of his reign; by which Decree and Charter reſpectively, it is decreed and ordered, that John

Smythe (one of the Anceſtors of the preſent Vender) ſhould have an Eſtate of the Premiſes called *Warren's Court*, and of ſuch Parcels of Land as he then held in Nibley, lying intermixed and adjoining to his other Lands, and then in his own occupation, or of his Under-Tenants or Aſſigns, made to him and his Aſſigns for the term of ſuch three lives or for years determinable on ſuch three lives as he ſhould nominate, without impeachment of Waſte for the increaſed rent of a third part of the yearly value thereof, according to the ſurvey therein-mentioned and referred unto, and that the Heirs and Aſſigns of the ſaid John Smythe, from time to time for ever, upon requeſt, ſhould have an Eſtate of the ſame Premiſes reſerved to them in manner aforeſaid and for the rent aforeſaid, without fine.

It appears by ſubſequent proceedings in the Court of Chancery, that Smythe claimed to be entitled, under the above Decree and Grant, to certain Lands belonging to the Grammar School, as part of Warren's Court and intermixed with his, at one third of the yearly rent, which the Truſtees of the Charity contended were no part either of Warren's Court, or of the intermixed Lands decreed to be leaſed to him, at a third of the yearly rent, and that upon the inveſtigation of this queſtion, under a Commiſſion and Iſſues out of the Court of Chancery, ſome of the Lands in diſpute were determined to be part of Warren's Court and intermixed Lands to which Smythe had a right to a Leaſe, at a third of the yearly value, and the other parts were determined not to belong to Warren's Conrt nor intermixed, but that Smythe ſhould have a Leaſe thereof from time to time, at the full improved value.

Upon the ſettlement of this point a Leaſe was granted to Smythe, purſuant to the Decree, for three lives, of Warren's Court and the Lands decreed to belong thereto, or to be nitermixed with Smythe's Lands, at a third of the value, as ſtated in the Survey, which third amounted to the yearly ſum of l. And in this Leaſe were alſo included the Lands and Eſtates of the Charity in North Nibley which, it had been decreed, Smythe ſhould have a Leaſe of, at the full value as ſtated in the ſaid Survey, which full value amounted to the yearly ſum of l. both which rents made together the yearly ſum of 60l. which ſum hath been ever ſince paid to the Charity, in nature of a perpetual rent charge, without either party knowing exactly how the right to receive or the liability to pay accrued.

It may however be proper to obſerve that lately the Truſtees of the Charity have aſſerted a right to one third of the improved value of the firſt deſcription of Eſtate, and the whole full improved value of the laſt, but the Vender denies any ſuch right, and he pays no more than the old rent of 60l. which the Charity has hitherto received. But as the Vender does not expect any Perſon to purchaſe difficulties without a fair and reaſonable chance of advantage, he propoſes to abate out of the purchaſe-money for this Lot after the rate of thirty years' purchaſe for one third of the firſt deſcription of the Charity Lands held by him (the other two-thirds being deemed equal to Freehold of Inheritance) and after the ſame number of years' purchaſe, for the whole of the laſt deſcription, and after the rate of twenty years' purchaſe for the Buildings on both deſcriptions; the yearly value of the Buildings to be aſcertained by two indifferent Perſons, the one to be choſen by the Vender, the other by the Purchaſer, and in caſe ſuch two Perſons cannot agree, by a third Perſon, to be choſen by them both. But inaſmuch as the Land cannot in moſt parts be aſcertained nor diſtinguiſhed from the Fee Simple Lands, the Vender, as a further encouragement to the Purchaſer of this Lot, and to avoid all diſputes, propoſes, that the Charity Lands ſhall upon an average be conſidered as worth yearly after the rate of twenty ſhillings per acre, and that the thirty years' purchaſe ſhall be allowed upon that valuation. But as the abatement propoſed to be made to the Purchaſer of this Lot is to the full extent of all the Charity Eſtate held by the Vender (except in reſpect of the two-thirds of the firſt deſcription of tenure, which he deems equal to his own Freehold of Inheritance)

and as it may upon inveſtigation turn out that the whole of the Charity Eſtate held by him is not compriſed in this Lot, but that part thereof lies intermixed with ſome one or more of the other Lots, it is propoſed that this Lot ſhall in the firſt place be made an indemnity to the other Purchaſers, in ſuch manner as Counſel ſhall adviſe, againſt any claim of the ſaid Charity for rent, or for loſs or damage, on account of any part of their Lots hereafter proving to be part of the Charity Eſtate, and that the Purchaſer of this Lot ſhall covenant to indemnify them accordingly.

And will alſo be ſold ſubject to certain annual chief or quit rents payable by the Vender, out of Lands in North Nibley, to the Earl of Berkeley, amounting in the whole to 3l. 9s. 7d. and the Purchaſer of this Lot ſhall, at the requeſt and coſt of the Purchaſer of any other Lot herein-mentioned, covenant with him or her to pay ſuch chief or quit rents, and to indemnify him or her from the payment of the ſame or any part or parts thereof.

And ſubject alſo to the yearly ſum of 20s. payable out of part of the ſaid Premiſes to the Poor of Wotton Underedge; and likewiſe to the yearly ſum of 40s. payable to the Poor of the Pariſh of North Nibley.

This Lot forms a moſt deſirable and compact Eſtate; having two good Farm-houſes, it may be divided into two very eligible Farms; and for a Gentleman's ſeat a very delightful ſpot may be pointed out under the Woods above the Park Farm, adjoining to which very excellent Pleaſure Ground and Shrubberies may be formed, commanding a view of nearly the whole Eſtate and Proſpects of great extent and beauty. It adjoins to the celebrated Stinchcombe Hill, which affords ſuch a variety of much-admired views, and by which it is ſheltered from the North Winds. In ſhort this Eſtate is capable of forming a moſt romantic and delightful reſidence, and if the Purchaſer ſhould not require the uſe of the Mills himſelf, being in a Manufacturing Neighbourhood, he may diſpoſe of them to advantage.

And with the above Eſtate will be SOLD the PATRONAGE and the PERPETUAL and SOLE RIGHT of NOMINATION and PRESENTATION of the MASTER to the FREE GRAMMAR SCHOOL in Wotton-Under-Edge, and the alternate RIGHT of NOMINATION with the Truſtees of the ſaid School of the SCHOLARS of ſuch School.

LOT III.

Letters and Nos.		A.	R.	P.	TOTALS. A.	R.	P.
	A MESSUAGE and GARDEN, with a DUFFELL MILL, and GRIST MILL, belonging thereto in the occupation of Mrs. Gazard, and a Piece of Paſture Ground, viz.						
A a 1	Houſe, Mill, and Garden - -	0	1	33			
2	Lagard - - - -	1	3	36			
A v 4	Parcel of rough woody ground lying between Lagard and the Brook, on hand - -	1	2	8			
					3	3	37
	Total quantity of Lot III.				3	3	37

This Lot is particularly recommended to the attention of Manufacturers, there being a conſtant ſupply of water to the mills, and with which an extenſive manufactory may be carried on, and having a good road leading to it.

Letters and Nos.		TOTALS. A. R. P.

The timber on this Lot, conſiſting of 3 Oaks, marked and numbered, is valued at the ſum of 20l.

The timber to be ſold with the premiſes, conſiſting of 9 Oaks, 4 Aſh, and 5 Aſps, is valued at 6l.

LOT IV.

A MESSUAGE divided into three Tenements or Dwellings, one of which is in the occupation of Ann Exell, with a Piece of Land, viz.

C.	Part of a Houſe and Little Orchard - - -			0	2 17

Another of ſaid Tenements in the occupation of Edward Exell, with a Garden, and two Cloſes or Orchards, viz.

		A.	R.	P.			
D.	Part of a Houſe and Garden - - -	0	1	30			
B. 1	Enocks - - - - - - -	4	1	34			
2	Purnell's Orchard - - - - -	5	3	16			
					10	3	0

Another of the ſaid Tenements, in the occupation of Henry Exell, with a Malthouſe and Garden

		A.	R.	P.			
E	Part of a Houſe and Malthouſe - -	0	0	10			
G	Garden - - - -	0	1	3			
					0	1	13
	Total quantity of Lot IV.				11	2	30

The timber on this Lot, conſiſting of 3 Elms, and marked, is valued at 4l.

The timber to be ſold with the Premiſes conſiſting of 5 Oaks, 5 Elms, and 7 Aſh, is valued at 26l. 10s.

This Lot is ſubject to a chief rent of 4s. payable to the Earl of Berkeley.

LOT V.

Letters and Nos.		A.	R.	P.	TOTALS. A. R. P.
	Two PIECES or PARCELS of LAND adjoining each other in the occupation of Mrs. Shatford, viz.				
A t 1	Little Goodwin's Leys - - -	4	0	12	
2	Great ditto - - - -	8	2	3	
					12 2 15
	Total quantity of Lot V.				12 2 15

This Lot is ſubject to an annual rent charge of 10l. payable to the poor of Wootton-Under-Edge.

The timber to be ſold with the Premiſes, conſiſting of 26 Oaks, 1 Elm, and 1 Aſh, is valued at 11l.

LOT VI.

A SMALL DAIRY FARM, compriſing a ſubſtantial FARM HOUSE, and convenient Out-buildings, in good repair, called *The Iſle of Rea*, in the occupation of William Hooper, with ſeveral Pieces of good Paſture Land, viz.

Letters and Nos.		A.	R.	P.	*Letters and Nos.*		A.	R.	P.
L 1	Houſe, Garden, and Orchard - -	1	3	33	L 5	Home Patch - -	1	1	20
2	Home Legs - -	11	0	21	6	The Hill - -	7	2	34
3	Little Leys - -	3	1	26	A g	Scite of a Houſe and Garden - -	0	2	0
4	Hadlers - -	5	1	3					
									30 1 17

A TENEMENT and GARDEN in the occupation of of Ann Exell

A f	Houſe and Garden - - - -	0	0	31	

This Houſe and Garden is held for the life of the tenant, and Henry and Edward, her brothers, at 6s. rent.

A TENEMENT and GARDEN in the occupation of Abraham Dandford

A h	Houſe and Garden - - - - - - -	0	2	1	

This is held for the life of the tenant and David Organ, under the quit rent of 2s.

Letters and Nos.		TOTALS. A. R. P.
	A TENEMENT and GARDEN in the occupation of the Overſeers of the Poor.	
A 1	Houſe and Garden - - - - - - -	0 1 31
	A TENEMENT in two Dwellings and GARDEN, in the occupations of William Cornock and Giles Workman	
	A. R. P.	
A m	Houſe and Garden - - - 0 0 20	
	Part of laſt mentioned Houſe and Garden - 0 0 24	
		0 1 4
	Total quantity of Lot VI.	31 2 4

The timber on this Lot conſiſting of 58 Elms, marked and numbered is valued at the ſum of 100l.

The timber to be ſold with the premiſes, conſiſting of 11 Oaks 94 Elms, and 9 Aſh, is valued at 50l.

LOT VII.

THREE PIECES or PARCELS of LAND in the occupation of Samuel Parſlow, lying together at the lower or Weſt end of Burrow's Court

		A. R. P.	
A p 1	Little Clay Field - - -	2 3 24	
2	Great ditto - - - -	6 0 3	
3	Middle ditto - - -	4 0 30	
			13 0 17
	Total quantity of Lot VII.		13 0 17

The timber to be ſold with the premiſes conſiſting of 24 Oaks, 15 Elms, and 1 Aſh, is valued at 22l.

LOT VIII.

Letters and Nos.		TOTALS A. R. P.
	TWO TENEMENTS, ORCHARD, and GARDENS, adjoining the Weſt Side of Nibley Green, in the occupations of William Edwards and Daniel Gabb	
A e	Houſe and Orchard Houſe and Garden - - - - -	0 3 7
	Alſo a Piece of Paſture Ground adjoining Wicks Lane, in the occupation of William Hooper, called	
L 9	Waxalls - - - - -	6 1 15
	Total quantity of Lot VIII.	7 0 22

The timber to be ſold with this Lot conſiſting of 11 Oaks, and 30 Elms, is valued at 13l.

LOT IX.

A GOOD DWELLING HOUSE, GARDEN, and ORCHARD, with ſeveral Pieces or Parcels of Land, in the occupation of William Organ, viz.

Letters and Nos.		A. R. P.	*Letters and Nos.*		A. R. P.	
M 1	Houſe, Garden, and Orchard - -	0 3 30	M 3	Home Leys - -	4 3 6	
2	Brandiſh Orchard -	3 2 7	4	The Meadow - -	4 3 19	
			5	The Patch - -	0 3 37	
						15 0 19

Alſo two Pieces of Land adjoining the above in the occupation of William Hooper, viz.

		A. R. P.	
L 7	Upper Brandiſh - - - -	4 3 12	
8	Lower ditto - - - -	5 2 24	
			10 1 36
	Total quantity of Lot IX.		25 2 15

The Timber on this Lot, conſiſting of 21 Elms, marked and numbered is valued at the ſum of 40l.

The Timber to be ſold with the Premiſes, conſiſting of 83 Oaks, and 59 Elms, is valued at 49l.

LOT X.

Letters and Nos. — TOTALS. A. R. P.

A desirable FARM, lying within a ring fence, called *Bush-Street Farm*, consisting of a good Farm House, and Out-buildings, in good repair, with a Garden and sundry Pieces or Parcels of Pasture Land, in the occupation of Stéphen Parslow, viz.

Letters and Nos.		A.	R.	P.	*Letters and Nos.*		A.	R.	P.
N 1	House and Garden -	0	3	8	N 9	Crow Croft - -	8	0	36
2	Home Patch - -	3	0	38	10	Read's Leys - -	5	2	3
3	Coles Leys - -	7	1	39	11	Shepherd's Leys -	17	1	36
4	New Tindings -	2	0	13	12	Rough Leys - -	6	1	24
5	Little Blackmoor -	2	0	17	13	Bean Close - -	7	3	4
6	Great ditto - -	4	3	0	14	Waggon-House Leys -	4	0	31
7	Benedicts - -	7	2	9	15	Grove - -	3	2	14
8	Bush-street - -	9	1	36	16	Ditto - -	3	1	17

94 0 5

A DWELLING HOUSE and CLOSE of LAND adjoining the above, in the occupation of Edward Owen, viz.

A n	House and Close - - - - - - - -	0	2	14

A DWELLING HOUSE and GARDEN also adjoining the above in the occupation of William Organ, viz.

A o	House and Garden - - - - -	0	1	15
	Total quantity of Lot X.	94	3	34

This Lot is subject to a chief rent of 3s. 4d. payable to the Earl of Berkeley.

The timber on this Lot, consisting of 112 Oaks and 9 Elms, and marked and numbered, is valued at the sum of 520l.

The timber to be sold with the premises, consisting of 319 Oaks, 36 Elms and 48 Ash, is valued at 150l.

LOT XI.

A CAPITAL and very improvable FARM, lying together in a ring fence, called *Starveall Farm*, conſiſting of a good Farm Houſe and Garden, with convenient Out-buildings, all in good repair; and ſundry Pieces or Parcels of good Paſture Ground, in the occupation of Richard Barton, viz.

Letters and Nos.		*A.*	*R.*	*P.*
O 1	Houſe, Garden, &c.	0	1	38
2	Hill	4	2	27
3	Great Bull Riding	19	0	39
4	Little ditto	4	1	10
5	Home Legs	12	1	9
6	Upper Legs	7	2	9
7	Rough Leys	14	2	4
8	Long Meadow	7	2	39
9	Longdens Leys	4	1	6
10	Cherry Mead	5	3	37
11	Woolpits	4	1	3
12	Forty Shillings Leys	2	3	26
O 13	Trotman's Meadow	5	0	28
14	Long Elvers	7	1	20
15	Broad Elvers	10	3	28
16	Lotts	2	3	24
17	Little Meadow	4	2	28
18	Rough Leys	7	1	37
19	Long Meadow	9	1	0
20	Marſhalls	11	0	12
21	The Rag	2	0	24
22	Little Shermans Leys	1	0	4
23	Other Little ditto	0	1	0
24	Apple Tree Leys	5	2	36

TOTALS.	A.	R.	P.
	156	1	8
Total quantity of Lot XI.	156	1	8

The timber on this Lot, conſiſting of 12 Elms, and marked is valued at the ſum of 30l.

The timber to be ſold with the Premiſes, conſiſting of 260 Oaks, 163 Elms, and 11 Aſh, is valued at 1711. 15s.

LOT XII.

Two Pieces or Parcels of MEADOW and PASTURE LAND, in the occupation of Richard Barton, viz.

		A.	*R.*	*P.*
P 1	Selman's Meadow	3	0	22
O 25	Hundred Acres	0	0	38
		3	1	20
Total quantity of Lot XII.		3	1	20

LOT XIII.

Letters and Nos.		TOTALS. A. R. P.
	A DWELLING HOUSE and GARDEN, in the occupation of William Hooper, convenient for the undermentioned Lands,	
A r	Dwelling Houſe and Garden - - - - -	0 2 34
	A PIECE or PARCEL of PASTURE LAND, in the occupation of Richard Barton, viz.	
P 2	Calves Hayes - - - - - - - - -	1 2 4
	Sundry PIECES of Rich Meadow and Paſture LAND, part of Southend Farm, in the occupation of John Rudge, viz.	

Letters and Nos.		*A.*	*R.*	*P.*	*Letters and Nos.*		*A.*	*R.*	*P.*
Q 18	Swinehay Meadow -	5	2	37	Q 21	Broad Meadow -	5	2	5
19	Belcher's Meadow -	6	3	15	22	Dowland's Meadow -	6	1	39
20	Wright's Patch -	1	0	37					

25 3 13

Alſo a PIECE of LAND, in the occupation of Richard Barton, viz.

O 26 Weekley - - - - - - 2 3 12

Total quantity of Lot XIII. 30 3 23

The Houſe and Garden is held by the tenant for his life and the life of his Siſter Mary Wicks, at the rent of 4s. 6d.

The timber on this Lot, conſiſting of 35 Oaks and 52 Elms, marked and numbered, is valued at the ſum of 300l.

The timber to be ſold with the premiſes, conſiſting of 27 Oaks, 28 Elms, and 11 Aſh, is valued at 12l. 10s.

LOT XIV.

Three PIECES of LAND, in the occupation of William Hooper, viz.

		A.	*R.*	*P.*
L 10	Great Beamley - - - - -	4	1	30
11	Little ditto - - - - -	3	2	36
12	Coles Leys - - - -	3	0	39
		11	1	25

Total quantity of Lot XIV. 11 1 25

The timber to be ſold with the Premiſes, conſiſting of 59 Oaks and 4 Aſh, is valued at 20l.

LOT XV.

Letters and Nos.		TOTALS. A. R. P.

Several PIECES or PARCELS of RICH PASTURE LAND, lying together, and Part of Snightend Farm, in the occupation of Mrs. Gazard, viz.

Letters and Nos.		*A. R. P.*	*Letters and Nos.*		*A. R. P.*
K 9	Cornock's Young Orchard - -	0 2 24	K 13	Gooſe Meadow - -	5 0 31
10	Cornock's Old ditto -	1 3 10	14	Hanleys - -	6 3 37
11	Cornock's Leys -	3 2 3	15	Ruſhey Leys -	5 0 27
12	Cornock's Patch -	0 1 3	16	Martin's Meadow -	6 1 31
			17	Dog Kennel Cloſe -	10 3 19
					40 3 25

Alſo a TENEMENT, GARDEN, and ORCHARD, in the occupation of Thomas Tidman, viz.

A d	Houſe and Orchard - - - -	1 1 29

Alſo a TENEMENT and GARDEN, in the occupation of Thomas Higgins, viz.

	Houſe and Garden - - - -	0 2 0

Alſo a TENEMENT, GARDEN, and ORCHARD, in the occupation of Jacob Cornock, viz.

A c	Houſe and Orchard - - - -	0 2 29
	Total quantity of Lot XV.	43 2 3

The timber on this Lot, conſiſting of 36 Oaks, and 32 Elms, marked and numbered, is valued at the ſum of 290l.

The timber to be ſold with the premiſes, conſiſting of 115 Oaks, 22 Elms, and 41 Aſh, is valued at 46l.

LOT XVI.

Letters and Nos.				TOTALS. A. R. P.
	A PIECE of PASTURE LAND, in the occupation of Mrs. Shotford, viz.			
		A.	R. P.	
A u	Orchard Piece - - - -	1	1 0	
A v 13	A parcel of Woodland in Orchard Piece, in hand	0	3 5	
				2 0 5
	Total quantity of Lot XVI.			2 0 5

The timber to be ſold with the Premiſes, conſiſting of 72 Oaks, is valued at 20l.

N. B. All the Premiſes compriſed in the foregoing Particular are held by the reſpective occupiers thereof as tenants at will, except where it is otherwiſe mentioned.

LOT XVII.

All the GREAT and SMALL TITHES within the TOWNSHIP or TITHING of NORTH NIBLEY, in the county of Gloceſter, to the MANOR, RECTORY, or PARSONAGE of WOTTON-UNDER-EDGE, in the ſaid county of Gloceſter belonging, with all manner of Glebe Lands belonging to the ſame, held under leaſe from the Dean and Chapter of Chriſt-church College, Oxford, for 21 years, from the 10th day of October 1792, (which leaſe is renewed every ſeven years on a fine, and on the laſt renewal was 100l.) and under the yearly rent of 7l. 6s. 8d. in money, with two quarters of wheat and twelve quarters of malt, or the value of ſuch wheat and malt in the Oxford market, according to the price of thoſe articles on the market days next preceding the days of payment, at the option of the ſaid Dean and Chapter.

For a view of the Premiſes contained in the ſeveral Lots in this Particular apply to Job Philpot, in Nibley; but perſons deſirous of viewing the Manſion-houſe, are requeſted previouſly to apply at the Office of Meſſrs. Vizard and Son, in Duſley, for a ticket for admittance.

CONDITIONS OF SALE.

I.—That there be at leaſt two Bidders for each Lot, and that one Bidding for each Lot be reſerved to the Vender or his Attorney or Agent, in caſe he ſhall chuſe to bid, and the higheſt Bidder (except it be the bidding on the part of the Vender, in which caſe the Lot ſhall be deemed not ſold under the Auction) ſhall be the Purchaſer, and if any diſpute ſhall ariſe between two or more bidders, the Lot in diſpute, if the Vender or his Attorney or Agent thinks proper, ſhall be put up again.

II.—That when a ceſſation from bidding ſhall happen for the ſpace of five minutes, according to a watch to be placed by the Auctioneer on a table for that purpoſe, the Auctioneer ſhall openly aſk if any perſon will bid more, and if no perſon bid again, the Auctioneer ſhall then, and not before, declare the laſt and beſt Bidder (except it be a bidding by or for the Proprietor) to be the Purchaſer of the Lot up for ſale.

III.—That each Lot ſhall be ſet up at ſuch ſum as the Auctioneer or the Company ſhall think fit, and no perſon ſhall advance leſs than 2l. at each bidding when the ſum bidden ſhall be under 100l. nor leſs than 5l. when above that ſum and under 500l. and above 500l. not leſs than 10l. at each bidding.

IV.—That the Purchaſer of each Lot ſhall, as ſoon as the ſale ſhall be cloſed, pay to the Auctioneer a depoſit of 10l. per cent. upon his or her purchaſe money, and in part thereof (except the Purchaſer of Lot II. who ſhall only be bound to pay 5l. per cent.) and ſhall ſign the biddings with an acknowledgement of being the Purchaſer on the terms of the conditions, and ſhall execute a contract, as ſoon as the ſame can be prepared, for the payment of the remainder of the purchaſe-money on or before the 5th day of April next (one half of the expence of which contract ſhall be paid by the Purchaſer) and in caſe the Purchaſer of either Lot ſhall fail to comply with theſe conditions the ten per cent. depoſit ſhall be forfeited to the Proprietor, (provided the Proprietor on his part do comply with theſe conditions) and the Proprietor ſhall be at liberty to re-ſell the Premiſes compriſed in ſuch Lot to any other perſon or perſons, and in caſe of any deficiency in diſpoſing thereof again, the Purchaſer ſhall make good ſuch deficiency.

V.—That the Timber and Coppice on the ſeveral Lots mentioned but not marked and numbered, will be ſold with ſuch Lots, but all that, on the reſpective Lots mentioned to be marked and valued, is not to be ſold with the Lots, but may be taken to by the Purchaſer of the reſpective Lots at the valuation ſpecified at the end of ſuch Lots, to be paid excluſive or in addition to his or her purchaſe-money, and in caſe the Purchaſer of any Lot ſhall refuſe or decline taking ſuch Timber at the valuation ſo marked and numbered, the ſame ſhall be reſerved for the uſe of the Vender, with liberty to enter on the lands, and fall, convert, and carry away the ſame, within a reaſonable time to be fixed at the ſale, and paying all damages done to the Premiſes by ſuch cutting down, converting, and carrying away.

VI.—That the reſpective Purchaſers ſhall be entitled to the rents and profits of their reſpective purchaſes from the ſaid 5th day of April next, to which time all taxes and other charges in reſpect of ſuch premiſes ſhall be cleared by the Vende..

VII.—That the Vender ſhall, at his own expence, make out a good title to the different Lots, and at the requeſt of the Purchaſers deliver to them or to their reſpective

Attornies or Agents Abſtracts of the Title on or before the 1ſt day of January next; but in making out the Title to Lot II. the Vender's Title to the Charity Eſtate ſhall be taken as ſtated in this Particular, which ſtatement the Vender undertakes to maintain.

VIII.—That the Purchaſers of the different Lots ſhall accept the indemnity propoſed to be made to them upon Lot II. in the N. B. at the end of that Lot, in reſpect of any claim on account of the Charity Lands, notwithſtanding it may happen to appear that ſome part of their Lots are part of the Charity Eſtate. Nor ſhall the diſcovery in any Lot of any of the Glebe Lands mentioned in Lot XVII. vacate or make void the ſale of ſuch Lot, but a fair and reaſonable abatement ſhall be made to the Purchaſer in reſpect of ſuch part of his purchaſe as ſhall be diſcovered to be glebe, and the Purchaſer of Lot XVII. ſhall take to that part of the glebe at ſuch price as ſhall be fixed or ſet upon the ſame by two indifferent perſons, the one to be choſen by the Vender and the other by the Purchaſer of Lot XVII. and in caſe the two cannot agree, then by a third perſon to be choſen by them; ſuch price to be paid over and above the ſum for which Lot XVII. ſhall ſell.

IX.—That if a good Title cannot be made out (ſuch as ſhall be approved by Counſel) to either Lot, the depoſit-money and duty paid to the King under theſe conditions ſhall be returned to the Purchaſer with intereſt after the rate of five per cent.

X.—That all Title Deeds relating jointly to the Premiſes compriſed in two or more Lots ſhall be delivered into the hands of the Purchaſer of Lot , who ſhall enter into proper Covenants at the expence of the Vender, for the production thereof to the Purchaſer or Purchaſers of the other Lot or Lots; and that the Vender ſhall, at his expence, make out atteſted Copies of all ſuch Deeds for ſuch Purchaſer or Purchaſers as Counſel ſhall adviſe to be neceſſary, (except the Stamps required to be uſed for ſuch Copies, which ſhall be paid for by the Purchaſers.)

XI.—That the duty paid to the King in reſpect of this Sale ſhall be paid by the reſpective Purchaſers into the hands of the Auctioneer immediately after the Sale.

1790

GLOCESTERSHIRE.

A

PARTICULAR

AND

CONDITIONS OF SALE

OF A

VALUABLE ESTATE,

SITUATE AT

NIBLEY, in the ſeveral Pariſhes of NORTH-NIBLEY, STINCHCOMBE, and BERKELEY, in the Hundred of BERKELEY, in the County of GLOCESTER.

Purchasers.

Mr Jordan

Mr Purnell

Mr Barton

Mr. Wallington

Mr Gell

Mr Robinson

Mr Gaisford